

N O T I C E

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

NOTICE TO CONTRACTORS

The Architect of the Capitol anticipates that in 2006 the agency's contractors will have to register with the Central Contractor Registration (CCR) database. This is the primary vendor database for the U.S. Federal Government and the CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

Registration in the CCR will become mandatory in order to be awarded contracts by the Federal Government. Vendors are required to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status.

CCR validates the vendor information and electronically shares the secure and encrypted data with the federal agencies finance offices to facilitate paperless payments through electronic funds transfer (EFT).

The AOC is now encouraging all vendors to register with the CCR if they are not already registered. Vendors can register on line at <http://www.ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO.		PROJECT NO.	PAGE 1 OF 72 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP NO. 060131	3. TYPE OF SOLICITATION ____ SEALED BID (IFB) <u>X</u> NEGOTIATED (RFP)	4. DATE ISSUED AUGUST 16, 2006	
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: (Ryan Kirkwood) Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: House of Representatives Fire Protection System Inspection & Testing Services					

SOLICITATION

7. Sealed offers in original and <u>2</u> complete copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, September 18, 2006. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Ryan Kirkwood	TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-1947

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER _____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL PURPOSE

The contractor shall provide annual and semi-annual inspection and testing of applicable fire protection systems and equipment as scheduled in the article entitled "SCHEDULE OF ITEMS" in this section, the various House Office Buildings, Washington, D.C. under the jurisdiction of the Architect of the Capitol

B.2 SCHEDULE OF ITEMS

BASE YEAR

(October, 01 2006 - September, 30 2007)

<u>Item No.</u>	<u>Description of Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
0002	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
0003	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____

0004	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
0005	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area.	1	EA	\$_____	\$_____
0006	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 first street.	1	EA	\$_____	\$_____

TOTAL AMOUNT items No. 0001through 0006 for Base Year \$_____
INCLUDES ANNUAL TAG AND INSPECTION OF FIRE EXTINGUISHERS

OPTION YEAR NO.1
(October, 01 2007 - September, 30 2008)

<u>Item No.</u>	<u>Description of Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1007	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
1008	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____

1009	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
1010	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
1011	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____
1012	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____
1013	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
1014	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____

1015	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area.	1	EA	\$_____	\$_____
1016	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area	1	EA	\$_____	\$_____
1017	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____
1018	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____

TOTAL AMOUNT for items No. 1007 through 1018 for Option 1 \$_____

OPTION YEAR NO.2

(October, 01 2008 - September, 30 2009)

<u>Item No.</u>	<u>Description of Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2019	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____

2020	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
2021	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
2022	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
2023	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____
2024	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____
2025	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____

2026	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
2027	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area.	1	EA	\$_____	\$_____
2028	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area	1	EA	\$_____	\$_____
2029	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____
2030	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____

TOTAL AMOUNT for items No. 2019 through 2030 for Option 2 \$_____

OPTION YEAR NO.3

(October, 01 2009 - September, 30 2010)

<u>Item No.</u>	<u>Description of Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3031	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
3032	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
3033	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
3034	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
3035	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____
3036	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____

3037	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
3038	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
3039	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area.	1	EA	\$_____	\$_____
3040	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area	1	EA	\$_____	\$_____
3041	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____
3042	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____

TOTAL AMOUNT for items No. 3031 through 3042 for Option 3 \$_____

OPTION YEAR NO.4

(October, 01 2010 - September, 30 2011)

<u>Item No.</u>	<u>Description of Services</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4043	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
4044	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Cannon House Office Building.	1	EA	\$_____	\$_____
4045	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
4046	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Longworth House Office Building.	1	EA	\$_____	\$_____
4047	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____
4048	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Rayburn House Office Building.	1	EA	\$_____	\$_____

4049	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
4050	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Ford House Office Building.	1	EA	\$_____	\$_____
4051	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area.	1	EA	\$_____	\$_____
4052	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for the Underground Shops/Parking Area	1	EA	\$_____	\$_____
4053	Perform semi-annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____
4054	Perform annual inspection and testing of applicable fire protection systems and equipment as described in Section C for 501 First Street.	1	EA	\$_____	\$_____

TOTAL AMOUNT for items No. 4043 through 4054 for Option 4 \$_____

GRAND TOTAL for items No.000 1 through 4054 \$_____
END OF SECTION B

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE AND DESCRIPTION OF WORK

.1 The Contractor shall furnish all equipment, labor and services for annual and semi-annual inspection and testing of applicable fire protection systems and equipment in the various House Office Building, Washington, D.C., under the jurisdiction of the Architect of the Capitol during the term of the contract as defined in the article entitled "TERM OF CONTRACT" in Section F.

C.2 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

.1 The Architect of the Capitol will provide scaffolding, manlifts, if needed for equipment/systems that cannot be accessed with a 6 foot step ladder.

.2 The House Superintendent will provide any needed escorts and provide assistance as needed for access, location determinations, system interfaces, etc.

.3 The House Superintendent will provide the necessary notifications to building occupants advising them of the testing/inspections.

C.3 CONTRACTOR REQUIREMENTS

.1 All testing/inspections shall be performed in accordance with applicable National Fire Protection Association (NFPA) standards; federal, state, and/or local regulations; and applicable manufacturers recommendations. If a conflict exists between any standard, regulation, or recommendation, the Contracting Officer's Technical Representative (COTR) will resolve the conflict.

.1 Any additional inspection/testing must be approved by the Architect of the Capitol prior to any work being conducted.

.2 Semi-annual and annual testing shall be coordinated so as to minimize visits and be documented appropriately.

.3 Semi-annual and annual tests/inspections shall be conducted concurrently when applicable.

.2 Annual Inspection and Test Requirements

.1 Main Fire Alarm Control Panel

.2 Verify proper receipt of all alarm, supervisory, and trouble signals

3. Verify proper ratings of all fuses. Confirm fuse condition. Verify fuse supervision.
4. Verify illumination of all lamps/LED's.
5. Verify proper operation of main power supply by disconnecting batteries and performing a test under maximum alarm mode.
6. On transponders (transmitters) Verify receipt of alarm and trouble conditions in normal, open circuit, and short circuit condition.
7. On multiplex systems, verify communication between sending and receiving units under normal and fault conditions including standby power, open and shorted circuits.
8. Conduct battery discharge test. Verify electrolyte level with battery charger disconnected, load test batteries under full alarm load for 30 minutes.
9. Conduct battery charger test in accordance with the manufacturers instructions.
10. Verify illumination of panel trouble signals and other trouble indications upon introduction of panel trouble conditions including open, shorted or ground faulted circuits.

.3 Remote Annunciator Panel

1. Verify proper operation under normal and fault conditions.

.4 Initiating Devices

1. Conduct functional test of all duct smoke detectors.
2. Conduct functional test of all electromechanical releasing devices.
3. Conduct functional test of all heat detectors. Use heat source for rate of rise detectors only. Electrically test fixed temperature type detectors.
4. Conduct functional test of all manual pull stations.
5. Conduct functional test of all air sampling type smoke detectors in accordance with the manufacturers recommendations.
6. Conduct functional test of all smoke detectors by either simulated smoke or other approved manufacturers test method.
7. Conduct functional test of all projected beam type smoke detectors by obscuring the beam path in accordance with manufacturers recommendations.

.5 Notification Devices

1. Verify clarity of all audible signal devices and verify sound pressure levels are in accordance with the applicable codes and standards.
2. Verify operation of all visible signal devices in accordance with manufacturers recommendations. Verify no room changes have occurred.

- .6 Sprinkler Systems**
 - 1. Visually inspect sprinkler heads and verify that they are free of corrosion, paint, obstructions, damage, etc.
 - 2. Visually inspect all accessible hangers, pipes, and fittings and verify that they are undamaged, secure, and free of corrosion.
 - 3. Trip test dry pipe sprinkler valves with control valve fully open.
- .7 Standpipe Systems**
 - 1. Operate each hose connection valve.
 - 2. Visually inspect each hose cabinet/hose station and verify that they are free from damage, obstructions, broken glass, missing hardware, latches, and that they are visible.
- .8 Fire Pumps**
 - 1. Conduct full flow capacity test.
- .9 Halon/Alternative Agent Systems**
 - 1. Examine all system hoses for damage.
 - 2. Conduct actuating test of the system without discharging the agent.
- .10 Dry and Wet Chemical Systems**
 - 1. Replace eutectic metal fusible links.
- .11 Semi-Annual Inspection and Test Requirements (6 - months)**
 - .1 Main Fire Alarm Control Panel**
 - 2. Visually inspect batteries. Check for corrosion or leakage. Verify tight corrosion free connections.
 - 3. Conduct battery load voltage test. With battery disconnected, measure terminal voltage while supplying maximum load.
 - 4. Conduct battery open circuit test. With battery charger disconnected, measure battery voltage.
 - 5. Verify illumination of panel trouble signals (lamps/LEDS, etc.) upon activation of lamp test function.

.12 Emergency Voice/Alarm Communication Equipment

1. Conduct visual inspection. Verify operation and proper operation of backup equipment.
2. Test amplifiers/tone generators and verify receipt of proper visual and audible signals.
3. Test call in signal silence. Remove phone from hook and verify receipt of signal at control panel.
4. Test off hook indicator. Activate each phone set and verify proper operation.
5. Test firefighter phone sets. Operate system with a minimum of any 5 phone sets simultaneously and verify acceptable voice quality and clarity.
6. Test phone performance. Verify acceptable voice quality and clarity.

.13 Remote Control Annunciator

1. Conduct visual inspection. Verify that the remote is connected and operating under normal condition.

.14 Initiating Devices

1. Visually inspect duct smoke detectors, electro mechanical releasing devices, heat detectors, manual pull stations, air sampling smoke detectors, smoke detectors, and projected beam smoke detectors. Verify that no changes have been made that may affect the operation of the device. Verify that device is not obstructed, damaged, or otherwise impaired.

.15 Halon/Alternative Agent Systems

1. Visually inspect agent containers for damage
2. Visually inspect pressure of agent containers for proper pressure.
3. Weigh agent containers. Compare to nameplate weight. Record on tag attached to container.
4. Visually inspect smoke detectors.
5. Test smoke detectors.
6. Visually inspect manual pull stations.
7. Test manual pull stations.
8. Remove control heads from containers and operate control heads.

.16 Dry/Wet Chemical Systems

1. Conduct actuating test of all components of the system without discharging the chemical agent.
2. Inspect system coverage area. Verify that hazards have not changed.

3. Visually inspect agent containers. Verify containers are full, undamaged and in non pressurized type that the agent is not caking.
4. Visually inspect expellant gas cartridges. Weigh carbon dioxide cartridges. Record pressure for nitrogen cartridges.
5. Visually inspect piping, nozzles, and releasing devices. Verify that the piping, nozzles, etc. are unobstructed and intact.
6. Visually inspect eutectic metal fusible links.
7. Visually inspect and clean frangible bulb fusible links.

.17 System/Device Listing (initiation and notification device quantities are approximate)

1 Cannon House Office Building

- 1.1 1742 Smoke Detectors
- 1.2 22 Heat Detectors
- 1.3 9 Beam Detectors
- 1.4 22 Duct Detectors
- 1.5 123 Manual Fire Alarm Stations
- 1.6 271 Strobes
- 1.7 203 Speakers
- 1.8 48 Fire Phones
- 1.9 1 Novec Gaseous Suppression System (Garage Telcom Rm)
 - a. 4 Smoke Detectors
 - b. 3 Manual Fire Alarm Stations
 - c. 1 Horn
 - d. 6 Strobes
 - e. 3 Horn/Strobes
 - f. 1 Actuation Solenoid
- 1.10. 1 Wet Chemical Suppression System
- 1.11. 2 Fire Pumps
- 1.12. 1 Dry Pipe Sprinkler System
- 1.13. 48 Standpipe Outlets
- 1.14. Wet Pipe Sprinklers Throughout Building

.2 Longworth House Office Building

- 2.1 2725 Smoke Detectors
- 2.2 55 Heat Detectors
- 2.3 2 Beam Detectors
- 2.4 400 Speakers
- 2.5 258 Strobes
- 2.6 70 Manual Pull Stations
- 2.7 59 Fire Phones

- 2.8** 1 Novec Gaseous Suppression System (B204/207)
 - a.** 46 Smoke Detectors
 - b.** 2 Manual Fire Alarm Stations
 - c.** 1 Horn
 - d.** 9 Strobes
 - e.** 7 Horn/Strobes
 - f.** 6 Actuation Solenoids
- 2.9** 2 Wet Chemical Suppression Systems
- 2.10** 2 Fire Pumps
- 2.11** 2 Dry Sprinkler Systems
- 2.12** 60 Standpipe Outlets
- 2.13** 3 VESDA Air Sampling Smoke Detection Systems
- 2.14** Wet Pipe Sprinklers Throughout Building

.3 Rayburn House Office Building

- 3.1** 4095 Smoke Detectors
- 3.2** 34 Heat Detectors
- 3.3** 197 Speakers
- 3.4** 908 Strobes
- 3.5** 158 Manual Pull Stations
- 3.6** 75 Fire Phones
- 3.7** 6 Dry Sprinkler Systems
- 3.8** 2 Fire Pumps
- 3.8** 4 Wet Chemical Suppression Systems
- 3.9** 1 Novec Gaseous Suppression System (B314A)
 - a.** 22 Smoke Detectors
 - b.** 1 Manual Fire Alarm Stations
 - c.** 2 Horns
 - d.** 4 Strobes
 - e.** 2 Horn/Strobes
 - f.** 1 Actuation Solenoid
- 3.10** 126 Standpipe Outlets
- 3.11** 1 VESDA Air Sampling Smoke Detection Systems
- 3.12** Wet Pipe Sprinklers Throughout Building

.4 Ford House Office Building

- 4.1** 1761 Smoke Detectors
- 4.2** 22 Heat Detectors
- 4.3** 138 Speakers
- 4.4** 191 Strobes
- 4.5** 94 Manual Pull Stations

- 4.6 85 Fire Phones
 - 4.7 3 Novec Gaseous Suppression Systems (H2-B05, H2-211, 6th Fl. Data Center)
 - a. 333 Smoke Detectors
 - b. 9 Manual Fire Alarm Stations
 - c. 12 Horns
 - d. 18 Strobes
 - e. 14 Horn/Strobes
 - f. 9 Actuation Solenoids
 - 4.8 2 Wet Chemical Suppression Systems
 - 4.9 2 Fire Pumps
 - 4.10 80 Standpipe Outlets
 - 4.11 Wet Pipe Sprinklers Throughout Building
- .5 House Office Building Garage (Underground Shops/Parking Area)
- 5.1 78 Smoke Detectors
 - 5.2 12 Heat Detectors
 - 5.3 4 Duct Detectors
 - 5.4 35 Manual Fire Alarm Stations
 - 5.5 10 Speakers
 - 5.6 282 Speaker/Strobes
 - 5.7 12 Dry Pipe Sprinkler Systems
 - 5.8 1 Dry Chemical Suppression System
 - 5.9 Wet Pipe Sprinklers Throughout Building
- .6 House Office Building Annex #3 (501 First Street)
- 6.1 187 Smoke Detectors
 - 6.2 48 Heat Detectors
 - 6.3 4 Duct Detectors
 - 6.4 21 Speaker/Strobe Combinations
 - 6.5 2 Speakers
 - 6.6 19 Strobes
 - 6.7 10 Manual Pull Stations
 - 6.8 1 Wet Chemical Suppression System
 - 6.9 Wet Pipe Sprinklers Throughout Building

C.4 CONTRACTOR'S PERSONNEL

.1 Service personnel must be qualified and experienced in the inspection, testing, and maintenance of fire protection systems. Testing personnel shall be familiar with the operation of special suppression systems and releasing functions and cognizant of the hazards associated with inadvertent system discharge. Suppression systems shall be secured from inadvertent actuation, including disconnection of releasing solenoid/electric actuators, closing of valves, and other actions or combinations thereof, as appropriate for the specific system for the duration of the testing. Service personnel shall be available to meet periodically with the COTR to report on testing status or to discuss issues related to the testing/inspection.

C.5 REPORTS

.1 Inspection reports and applicable forms used to document the testing/inspection shall be approved by the COTR prior to use. Reports/forms not approved by the COTR will be considered unacceptable. Reports/forms shall be furnished daily to the COTR at the conclusion of that days testing/inspection activity documenting the tests/inspections that were performed and any deficiencies found. Documentation shall include a list of the tested devices and their location. The COTR reserves the right to reject any report/form submitted and request resubmission. The contractor shall also document test/inspection completion progress by updating a test matrix developed by the Architect of the Capitol. The COTR reserves the right to require the use of additional forms developed by the Architect of the Capitol be used to document testing/inspection activity.

C.6 SCHEDULE

.1 The contractor shall provide a schedule for the fiscal year that shall include all required tests/inspections as outlined in Section C.3 of this RFP. The schedule shall be submitted to the COTR for approval.

C.7 FACILITY MANAGEMENT SYSTEM

.1 The contractor shall utilize the AOC's facility management system to track all testing and inspection tasks. This includes completing work as required by system generated work orders and closing such work orders upon completion of work. Work orders will be issued to the contractor based on the schedule described in Section C.6 of this RFP. The contractor may also be required to use AOC issued hand-held devices to scan bar codes on fire protection devices, as work on such devices is completed.

END OF SECTION C

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INSPECTION AND ACCEPTANCE

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E.1	CLAUSES INCORPORATED BY REFERENCE

SECTION E
INSPECTION AND ACCEPTANCE

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
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INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4
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END OF SECTION E

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DELIVERIES OR PERFORMANCE**

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F.2	HOURS OF PERFORMANCE
F.3	STOP-WORK ORDER
F.4	TERM OF CONTRACT

SECTION F DELIVERIES OR PERFORMANCE

ARTICLE F.1 PERFORMANCE LOCATIONS

Inspection services will be performed at the following locations.

HOUSE OFFICE BUILDINGS:

Cannon House Office Building - 1st St. & Independence Ave., S.E. - 20515
Longworth House Office Building - Independence & N.J. Ave., S.E. - 20515
Rayburn House Office Building - Independence Ave. & S. Capitol St., S.W. - 20515
Ford House Office Building - 2nd St. & D St., S.W. - 20515
House Office Building Annex #3 - 501 1st St., S.E. - 20515
House Office Building Garage - Washington Ave., D St., S.E. - 20515

ARTICLE F.2 HOURS OF PERFORMANCE

The hours of work for this contract are between 10:00 p.m. and 6:00 a.m., on a Sunday through Thursday schedule, excluding all Federal Government holidays and, for work performed in the District of Columbia only, Presidential Inauguration Day, for that particular work assignment. The work period during any assignment is subject to interruption, contingent upon the legislative requirements of the Congress.

ARTICLE F.3 STOP-WORK ORDER

FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

ARTICLE F.4 TERM OF CONTRACT

AOC52.211-4 TERM OF CONTRACT (JUN 2004)

The term of Base contract shall be from October, 01 2006 - September, 30 2007.

The term of Option Year 1 shall be from October, 01 2007 - September, 30 2008.

The term of Option Year 2 shall be from October, 01 2008 - September, 30 2009.

The term of Option Year 3 shall be from October, 01 2009 - September, 30 2010.

The term of Option Year 4 shall be from October, 01 2010 - September, 30 2011.

(End of clause)

END OF SECTION F

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AOC52.223-7	SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES
AOC52.223-8	DELIVERY VEHICLE INSPECTION REQUIREMENTS

SECTION G CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MAR 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.223-5 SPECIAL SECURITY REQUIREMENTS - SERVICES (MAR 2006)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) **at all times** during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation, will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through a magnetometer. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(i) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(j) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(End of clause)

AOC52.223-7 SPECIAL SECURITY CLEARANCE AND INSPECTION PROCEDURES
(JUN 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of the work will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police. See the attachment entitled "U.S. CAPITOL POLICE NOTICE" in Section J for instructions prior to delivery.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to entry into the building.

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (MAR 2006)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS).* All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (i) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) *4700 Shepherd Parkway SW inspection facility.* All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington DC 20032.

(End of clause)

END OF SECTION G

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SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (DEC 2005)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.203-3 OFFICIALS NOT TO BENEFIT (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

(End of clause)

AOC52.203-4 DISSEMINATION OF CONTRACT INFORMATION (NOV 2004)

Unless otherwise provided in this contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

AOC52.203-5 CONFIDENTIALITY REQUIREMENT (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with

any clause or certification thereunder.

(c) The term “subcontract” as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.216-6 UNDEFINITIZED CONTRACT ACTIONS (MAR 2005)

(a) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the contractor within 5 calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

(b) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within 30 calendar days after issuance of the written undefinitized contract action the contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the contractor’s suggested amount of funds for obligation or time for completion be considered as binding to the contractor or the Government in future negotiations. The Government can elect to use the contractor’s suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the contractor for services performed or that the completion time is reasonable .

(c) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative

to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

(d) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.

(e) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the contractor through means other than the contractor's normal place of business, i.e., the contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or contractor personnel, without the contractor's express written permission.

(f) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to the exercise of the option. Delivery of added items shall continue at the same rate the like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor up to 60; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.
(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Fire Alarm Systems Mechanic (WG-10)	\$22.92/hr.	
1. FERS Benefit		\$3.67
2. Medicare		\$0.34
3. Social Security		\$1.42
4. Thrift Savings Plan		\$1.15
5. Life		\$0.11
6. Health		<u>\$2.06</u>
	TOTAL	\$31.68

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

AOC52.222-4 OVERTIME WORK (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

AOC52.222-5 COLLECTIVE BARGAINING AGREEMENTS (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: (Ryan Kirkwood)
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

AOC52.223-4 TRANSMISSION OR POSTING OF DRAWINGS/SPECIFICATIONS
(JUN 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS
(SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC 52.228-2 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
(SEP 2004)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

(1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;

(2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or

(3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

(d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

AOC52.228-4 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgment or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are presently not available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

AOC52.232-2 PAYMENTS - SERVICES (MAR 2006)

(a) Invoices shall be issued at the end of each month in which services are performed by the Contractor. Until further notice, properly certified invoices shall be FAXED to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

- (1) Contract number;
- (2) Name, address and Taxpayer I.D.of Contractor;
- (3) Invoice Date;
- (4) Unique invoice number for that particular invoice;
- (5) Period the payment covers; and
- (6) Amount by line item including quantity and unit pricing (see "SCHEDULE OF ITEMS" in Section B).

(b) *Requirement when contractor employee(s) is provided on-site office space.* As verification of the above time records submitted by the Contractor, each of the Contractor's employees will be required to sign and submit to the COTR a weekly time record sheet, as provided by the Architect, showing the number of regular and overtime hours, if any, worked by that employee during that week. The time record sheet will be verified and countersigned, if correct, by the COTR and a copy thereof will be provided to the Contractor for record purposes.

(c) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN
CENTRAL CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and --

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

- (1) The contract number;
 - (2) The contractor's name and remittance address as stated in the contract(s);
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
 - (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
 - (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital
Accounting Division

Mailing Address:

2nd and D Streets SW
Ford House Office Building
Washington, DC 20515

Telephone:

(202) 226-2552

Facsimile:

(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however,** that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.233-4 DAMAGES FOR DELAY (NOV 2004)

(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) To the extent that any other provision of this contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

FAR 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor "within 30 days from the date of acceptance by the Government,"; This notice shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services;
or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005	52.209-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3

EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
ALTERNATE I	APR 1984	
GOVERNMENT PROPERTY (FIXED PRICED CONTRACTS)	MAY2004	52.245-2
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only)

WAGE RATES, DECISION NO. 94-2103 (R-35), DATED May 05/23/06

END OF SECTION J

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

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FAR 52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AOC52.209-1	ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST
AOC52.215-8	AUTHORIZED NEGOTIATORS

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

_____ Government entity (Federal, State, or local);

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4;

_____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number: _____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.209-1 ORGANIZATIONAL AND PERSONAL CONFLICTS OF INTEREST (NOV 2004)

(a) The offeror and resultant contractor certifies that, to the best of the it’s knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the contractor may have.

(c) The offeror and resultant contractor agree to notify immediately the AOC Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(d) If the contractor, under the terms of this contract or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated subsequently into an AOC solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime contractor or subcontractor under an ensuing AOC contract.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

(End of provision)
END OF SECTION K

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AOC52.215-1 INSTRUCTIONS TO OFFERORS (FEB 2005)

(a) *Definitions.* As used in this provision --

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) *Packaging, transmission, and tracking of proposals.* (1) Proposals, modifications, and revisions shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled “SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)”, enclose the completed Schedule page, Bid Guarantee, if required, and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: (Ryan Kirkwood), Room H2-263 Bid Room, Second and “D” Streets, S.W., Washington, DC 20515. Offeror shall place the OF-17, Offer Label, on the exterior of the package on the same side as the address, or write “Bid Documents Enclosed”, “H2-263 Bid Room”, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. **See “Notice for Delivery” on the front of the solicitation.**

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed “Solicitation, Offer and Award” form as well as a copy of the FEDEX or UPS receipt to (Ryan Kirkwood) to (866) 837-6609 at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. **OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL.** See notice attached to this solicitation for special instructions.

(d) *Submission, modification, revision, and withdrawal of proposals.* (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due. For the purposes of determining timeliness, the designated Government office is defined as the Pitney Bowes Management Services Capitol Heights Mail Facility at 9140 East Hampton Drive, Capitol Heights, Maryland 20743.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2 INTERPRETATIONS AND AMENDMENTS (JUN 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to rkirkwoo@aoc.gov or via facsimile to (866) 837-6609.

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

AOC52.215-3 RESTRICTION ON DISCLOSURE AND USE OF DATA (JUN 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(a) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”;

(b) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(End of provision)

AOC52.215-6 PREPARATION OF PROPOSALS (JUN 2004)

(a) Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

(b) Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, offers shall—

(1) Show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation; and

(2) Enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule.

(d) In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(e) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(End of provision)

AOC52.215-9 FAILURE TO SUBMIT OFFER (JUN 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Priced contract resulting from this solicitation.

(End of provision)

AOC52.237-1 SITE VISIT (MAY 2005)

(a) Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(b) Appointments for visiting the locations specified herein can be made by contacting Ryan Kirkwood at (202) 226-1947. The visit will be August, 25 2006 at 9:00am in the Rayburn House Office Buildings Superintendents Office conference room B342 and will last approximately one hour long. Rayburn House Office Building - Independence Ave. & S. Capitol St., S.W. - 20515

(End of provision)

END OF SECTION L

SECTION M
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FAR 52.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

SECTION M

EVALUATION FACTORS FOR AWARD

AOC52.215-4 CONTRACT AWARD (JUN 2004)

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may—

- (1) Reject any or all offers;
- (2) Accept other than the lowest offer; and
- (3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.gsa.gov or www.govcon.com

<u>PROVISION TITLE</u>	<u>DATE</u>	<u>FAR REFERENCE</u>
EVALUATION OF OPTIONS	JULY 1990	52.217-5

(End of provision)

END OF SECTION M

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _ _ _ _ CHECKING _ _ _ _ SAVINGS _ _ _ _ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

CP-491
(4-04)

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle) _____ Address: _____
Street & No. _____
City & State: _____
Zip: _____ Tele: _____

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. *If you have never used another name write "None".*) _____

3. Date of Birth: (Month, Day, Year) _____ 4. Birthplace: (City and State or Country) _____

5. Social Security Number: _____ 6. Gender: _____
Male Female

7. Race: _____ 8. Height: _____ 9. Weight: _____ 10. Eye Color: _____ 11. Hair Color: _____

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: _____ 13. Date: _____

94-2103 DC,DISTRICT-WIDE

1.

WAGE DETERMINATION NO: 94-2103 REV (35) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W.Gross	Division of	Wage Determination No.: 1994-2103
Director	Wage Determinations	Revision No.: 35
		Date Of Revision: 05/23/2006

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's,
St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
-------------------------	-------------------

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I

12.16

01012 - Accounting Clerk II

12.86

01013 - Accounting Clerk III

14.89

01014 - Accounting Clerk IV

16.65

01030 - Court Reporter

17.02

01050 - Dispatcher, Motor Vehicle

16.50

01060 - Document Preparation Clerk

12.75

01070 - Messenger (Courier)

10.23

01090 - Duplicating Machine Operator

12.75

01110 - Film/Tape Librarian

15.10

01115 - General Clerk I

11.68

01116 - General Clerk II

13.72

01117 - General Clerk III

15.32
01118 - General Clerk IV
18.74
01120 - Housing Referral Assistant
19.30
01131 - Key Entry Operator I
12.67
01132 - Key Entry Operator II
13.82
01191 - Order Clerk I
14.74
01192 - Order Clerk II
16.29
01261 - Personnel Assistant (Employment) I
13.05
01262 - Personnel Assistant (Employment) II
15.10
01263 - Personnel Assistant (Employment) III
17.02
01264 - Personnel Assistant (Employment) IV
19.60
01270 - Production Control Clerk
18.89
01290 - Rental Clerk
15.42
01300 - Scheduler, Maintenance
15.26
01311 - Secretary I
16.11
01312 - Secretary II
17.31
01313 - Secretary III
19.30
01314 - Secretary IV
21.45
01315 - Secretary V
23.75
01320 - Service Order Dispatcher
15.82
01341 - Stenographer I
15.15
01342 - Stenographer II
16.47
01400 - Supply Technician
21.45
01420 - Survey Worker (Interviewer)
16.43
01460 - Switchboard Operator-Receptionist
12.06
01510 - Test Examiner
17.31
01520 - Test Proctor
17.31
01531 - Travel Clerk I
11.63
01532 - Travel Clerk II
12.49
01533 - Travel Clerk III
13.41
01611 - Word Processor I
12.75

01612 - Word Processor II
15.10
01613 - Word Processor III
17.02
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
15.10
03041 - Computer Operator I
15.10
03042 - Computer Operator II
17.02
03043 - Computer Operator III
18.89
03044 - Computer Operator IV
21.09
03045 - Computer Operator V
23.35
03071 - Computer Programmer I (1)
19.64
03072 - Computer Programmer II (1)
23.33
03073 - Computer Programmer III (1)
27.62
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
27.62
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
15.10
05000 - Automotive Service Occupations
05005 - Automotive Body Repairer, Fiberglass
22.73
05010 - Automotive Glass Installer
17.88
05040 - Automotive Worker
17.88
05070 - Electrician, Automotive
18.95
05100 - Mobile Equipment Servicer
15.69
05130 - Motor Equipment Metal Mechanic
19.98
05160 - Motor Equipment Metal Worker
17.88
05190 - Motor Vehicle Mechanic
20.07
05220 - Motor Vehicle Mechanic Helper
16.81
05250 - Motor Vehicle Upholstery Worker
17.88
05280 - Motor Vehicle Wrecker
17.88
05310 - Painter, Automotive
18.95
05340 - Radiator Repair Specialist
17.88
05370 - Tire Repairer

14.43
05400 - Transmission Repair Specialist
19.98
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
9.91
07010 - Baker
12.25
07041 - Cook I
11.53
07042 - Cook II
12.79
07070 - Dishwasher
9.76
07130 - Meat Cutter
16.07
07250 - Waiter/Waitress
8.59
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
18.05
09040 - Furniture Handler
12.55
09070 - Furniture Refinisher
18.05
09100 - Furniture Refinisher Helper
13.85
09110 - Furniture Repairer, Minor
16.01
09130 - Upholsterer
18.05
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
9.67
11060 - Elevator Operator
9.79
11090 - Gardener
14.27
11121 - House Keeping Aid I
9.97
11122 - House Keeping Aid II
10.77
11150 - Janitor
10.12
11210 - Laborer, Grounds Maintenance
11.65
11240 - Maid or Houseman
9.97
11270 - Pest Controller
12.49
11300 - Refuse Collector
11.69
11330 - Tractor Operator
14.00
11360 - Window Cleaner
10.51
12000 - Health Occupations
12020 - Dental Assistant
16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
15.83

12071 - Licensed Practical Nurse I
15.86
12072 - Licensed Practical Nurse II
17.79
12073 - Licensed Practical Nurse III
19.92
12100 - Medical Assistant
12.94
12130 - Medical Laboratory Technician
16.32
12160 - Medical Record Clerk
14.96
12190 - Medical Record Technician
16.47
12221 - Nursing Assistant I
9.32
12222 - Nursing Assistant II
10.48
12223 - Nursing Assistant III
11.94
12224 - Nursing Assistant IV
13.40
12250 - Pharmacy Technician
13.02
12280 - Phlebotomist
13.40
12311 - Registered Nurse I
24.92
12312 - Registered Nurse II
29.47
12313 - Registered Nurse II, Specialist
29.47
12314 - Registered Nurse III
35.65
12315 - Registered Nurse III, Anesthetist
35.65
12316 - Registered Nurse IV
42.73
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
20.85
13011 - Exhibits Specialist I
17.98
13012 - Exhibits Specialist II
23.33
13013 - Exhibits Specialist III
28.07
13041 - Illustrator I
18.73
13042 - Illustrator II
23.42
13043 - Illustrator III
28.82
13047 - Librarian
24.54
13050 - Library Technician
17.18
13071 - Photographer I
14.67
13072 - Photographer II
17.18

13073 - Photographer III
21.52
13074 - Photographer IV
26.05
13075 - Photographer V
29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations
15010 - Assembler
8.71
15030 - Counter Attendant
8.71
15040 - Dry Cleaner
10.94
15070 - Finisher, Flatwork, Machine
8.71
15090 - Presser, Hand
8.71
15100 - Presser, Machine, Drycleaning
8.71
15130 - Presser, Machine, Shirts
8.71
15160 - Presser, Machine, Wearing Apparel, Laundry
8.71
15190 - Sewing Machine Operator
11.73
15220 - Tailor
12.43
15250 - Washer, Machine
9.31
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
18.95
19040 - Tool and Die Maker
23.05
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
19.38
21020 - Material Coordinator
19.05
21030 - Material Expediter
19.05
21040 - Material Handling Laborer
11.50
21050 - Order Filler
13.21
21071 - Forklift Operator
16.04
21080 - Production Line Worker (Food Processing)
15.93
21100 - Shipping/Receiving Clerk
13.15
21130 - Shipping Packer
13.15
21140 - Store Worker I
9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
13.05
21210 - Tools and Parts Attendant
16.99
21400 - Warehouse Specialist
16.04

23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
22.24
23040 - Aircraft Mechanic Helper
14.71
23050 - Aircraft Quality Control Inspector
23.43
23060 - Aircraft Servicer
17.82
23070 - Aircraft Worker
18.09
23100 - Appliance Mechanic
18.95
23120 - Bicycle Repairer
14.43
23125 - Cable Splicer
24.68
23130 - Carpenter, Maintenance
18.95
23140 - Carpet Layer
17.80
23160 - Electrician, Maintenance
22.59
23181 - Electronics Technician, Maintenance I
19.42
23182 - Electronics Technician, Maintenance II
21.92
23183 - Electronics Technician, Maintenance III
23.87
23260 - Fabric Worker
16.61
23290 - Fire Alarm System Mechanic
19.98
23310 - Fire Extinguisher Repairer
15.69
23340 - Fuel Distribution System Mechanic
21.05
23370 - General Maintenance Worker
17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic
20.87
23430 - Heavy Equipment Mechanic
19.98
23440 - Heavy Equipment Operator
20.76
23460 - Instrument Mechanic
19.98
23470 - Laborer
14.27
23500 - Locksmith
18.95
23530 - Machinery Maintenance Mechanic
20.51
23550 - Machinist, Maintenance
21.52
23580 - Maintenance Trades Helper
14.54
23640 - Millwright
21.85
23700 - Office Appliance Repairer
18.95

23740 - Painter, Aircraft
21.29
23760 - Painter, Maintenance
18.95
23790 - Pipefitter, Maintenance
22.76
23800 - Plumber, Maintenance
20.99
23820 - Pneudraulic Systems Mechanic
19.98
23850 - Rigger
19.98
23870 - Scale Mechanic
17.88
23890 - Sheet-Metal Worker, Maintenance
19.98
23910 - Small Engine Mechanic
20.05
23930 - Telecommunication Mechanic I
22.21
23931 - Telecommunication Mechanic II
23.41
23950 - Telephone Lineman
22.21
23960 - Welder, Combination, Maintenance
19.98
23965 - Well Driller
19.98
23970 - Woodcraft Worker
19.98
23980 - Woodworker
15.32
24000 - Personal Needs Occupations
24570 - Child Care Attendant
11.58
24580 - Child Care Center Clerk
16.15
24600 - Chore Aid
9.29
24630 - Homemaker
16.75
25000 - Plant and System Operation Occupations
25010 - Boiler Tender
22.57
25040 - Sewage Plant Operator
19.52
25070 - Stationary Engineer
22.57
25190 - Ventilation Equipment Tender
15.24
25210 - Water Treatment Plant Operator
19.72
27000 - Protective Service Occupations
(not set) - Police Officer
23.19
27004 - Alarm Monitor
16.79
27006 - Corrections Officer
18.10
27010 - Court Security Officer
20.72

27040 - Detention Officer
18.29
27070 - Firefighter
20.97
27101 - Guard I
11.51
27102 - Guard II
15.16
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
19.89
28020 - Hatch Tender
19.89
28030 - Line Handler
19.89
28040 - Stevedore I
18.71
28050 - Stevedore II
21.11
29000 - Technical Occupations
21150 - Graphic Artist
22.81
29010 - Air Traffic Control Specialist, Center (2)
32.70
29011 - Air Traffic Control Specialist, Station (2)
22.54
29012 - Air Traffic Control Specialist, Terminal (2)
24.82
29023 - Archeological Technician I
15.78
29024 - Archeological Technician II
17.58
29025 - Archeological Technician III
21.94
29030 - Cartographic Technician
23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor
31.26
29040 - Civil Engineering Technician
22.19
29061 - Drafter I
14.31
29062 - Drafter II
16.57
29063 - Drafter III
18.53
29064 - Drafter IV
23.33
29081 - Engineering Technician I
17.67
29082 - Engineering Technician II
19.84
29083 - Engineering Technician III
22.54
29084 - Engineering Technician IV
27.49
29085 - Engineering Technician V
33.62
29086 - Engineering Technician VI
40.67
29090 - Environmental Technician

21.22
29100 - Flight Simulator/Instructor (Pilot)
36.95
29160 - Instructor
26.54
29210 - Laboratory Technician
18.56
29240 - Mathematical Technician
23.70
29361 - Paralegal/Legal Assistant I
20.03
29362 - Paralegal/Legal Assistant II
24.82
29363 - Paralegal/Legal Assistant III
30.35
29364 - Paralegal/Legal Assistant IV
36.73
29390 - Photooptics Technician
23.33
29480 - Technical Writer
28.55
29491 - Unexploded Ordnance (UXO) Technician I
20.78
29492 - Unexploded Ordnance (UXO) Technician II
25.14
29493 - Unexploded Ordnance (UXO) Technician III
30.13
29494 - Unexploded (UXO) Safety Escort
20.78
29495 - Unexploded (UXO) Sweep Personnel
20.78
29620 - Weather Observer, Senior (3)
21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
18.30
29622 - Weather Observer, Upper Air (3)
18.30
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
15.95
31260 - Parking and Lot Attendant
8.62
31290 - Shuttle Bus Driver
13.45
31300 - Taxi Driver
12.71
31361 - Truckdriver, Light Truck
13.89
31362 - Truckdriver, Medium Truck
17.09
31363 - Truckdriver, Heavy Truck
18.40
31364 - Truckdriver, Tractor-Trailer
18.40
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
10.47
99030 - Cashier
9.82
99041 - Carnival Equipment Operator
12.35

99042 - Carnival Equipment Repairer
 13.30
 99043 - Carnival Worker
 8.31
 99050 - Desk Clerk
 9.78
 99095 - Embalmer
 19.79
 99300 - Lifeguard
 10.92
 99310 - Mortician
 24.77
 99350 - Park Attendant (Aide)
 13.71
 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
 11.12
 99500 - Recreation Specialist
 16.99
 99510 - Recycling Worker
 15.47
 99610 - Sales Clerk
 11.08
 99620 - School Crossing Guard (Crosswalk Attendant)
 11.37
 99630 - Sport Official
 11.24
 99658 - Survey Party Chief (Chief of Party)
 18.39
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 17.48
 99660 - Surveying Aide
 11.43
 99690 - Swimming Pool Operator
 13.93
 99720 - Vending Machine Attendant
 10.73
 99730 - Vending Machine Repairer
 13.93
 99740 - Vending Machine Repairer Helper
 11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
 (A)

contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies

as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.